

STETTINGER ENTERPRISES  
P.O. BOX 80467  
LINCOLN, NEBRASKA 68501

COPY

LEASE

THIS LEASE AGREEMENT made and entered into this 30th day of July, by and between Stettinger Enterprises, hereinafter referred to as LESSOR and Cluricaun Wines LLC DBA Cluricaun Wines LLC hereinafter referred to as LESSEE, WITNESSETH.

1. Leased Property: LESSOR does hereby agree to lease approximately 158 sq. ft. in a building located at 825 "M" Street. Suite(s) 211. Lincoln, Nebraska 68508.

2. Terms: To have and to hold said premises unto LESSEE, its successors and assigns for a period of 1 year (s) commencing on August 1, 2002 and ending July 31, 2003 unless sooner terminated as hereinafter provided.

3. Rent: LESSEE, in consideration of leasing said premises, covenant and agree to pay LESSOR as rent therefore during said term, the sum as follows:

\$ 1,620.00 the 1st year at \$ 135.00 per month

\$ \_\_\_\_\_ the 2nd year at \$ \_\_\_\_\_ per month

\$ \_\_\_\_\_ the 3rd year at \$ \_\_\_\_\_ per month.

Rent is due and payable on the 1st day of each and every month during the term of this lease. Rent is to be paid to Stettinger Enterprises, P.O. Box 80467, Lincoln, NE 68501.

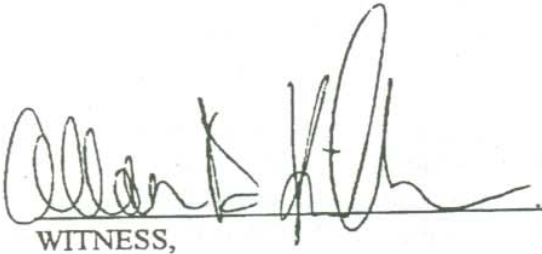
4. HOLDING OVER: Unless notified in writing by either party, LESSEE/LESSOR, this lease will automatically renew for one (1) year with an increase of rent of 2% for the renewal year. LESSEE, in order to exercise option to cancel, shall give written notice of its intent to make such exercise at least 90 days prior to the termination of the term(or Renewal Term) in which such option is being exercised.

5. Utilities: LESSOR shall pay all light, fuel, heat and garbage charges accruing out of LESSEE'S use and occupancy of the leased premises.

6. The LESSEE acknowledges having inspected the premises and agrees, at the LESSEE'S own expense, to keep the premises in the same condition and repair as at the beginning of the lease, reasonable wear and tear expected. LESSEE further agrees to make any improvements, redecorating, and reconditioning at LESSEE'S expense and agrees that any improvements made, which are attached to the building, including, without limitation, trade fixtures, shall become property of the LESSOR on termination of the lease. Any alterations or improvements shall be completed in a good workmanlike

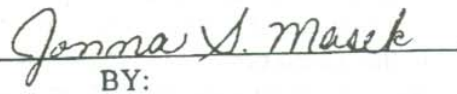
23. Taxes: LESSOR shall pay all real estate taxes and special assessment taxes on said property.

24. Moving out after lease is up - cleaning: Entire office suite will need to be left clean, the carpet will need to be professionally cleaned, at LESSEE'S expense. If this is not done, the LESSOR will hire this done at the LESSEE'S expense. All keys must be turned into the Landlord. All debris, rubbish, garbage and discards removed from office space and hauled away.


  
WITNESS,

\_\_\_\_\_  
WITNESS

STETTINGER ENTERPRISES  
PO BOX 80467  
LINCOLN, NE 68501  
I.D # 47-0534250

  
BY:

CLURKAW WINES LLC  
COMPANY

  
PERSONALLY - Timothy Burke  
Managing Member

\_\_\_\_\_  
PERSONAL

lease96a

Should the leased premises be totally destroyed, then and in such case:

a. LESSOR may in writing notify LESSEE of their election to repair, allowing LESSEE on such notice the option; to maintain the lease in full force and effect, save and except that an abatement of rent shall exist until such time as occupancy is again delivered to LESSEE, or the option to terminate the lease. Should LESSEE elect to exercise their option to maintain the lease, then and in that case LESSOR shall forthwith proceed to the repair of the leased premises, and continue such work with due diligence.

b. LESSOR may in writing notify LESSEE of the termination of the lease, provided, however, that should the LESSOR, within one (1) year from date of destruction reconstruct or repair said premises, and in the event that said reconstructed premises are substantially the same as leased premises, LESSEE shall have first right within fifteen (15) days after notice, to meet the terms of any bona-fide lease offered by any person, firm or corporation.

c. In the event that the buildings or the grounds in which the leased premises are located are damaged or destroyed to the extent that the LESSEE'S access and use as intended to the leased premises is impaired in any way, then and in such event, the monthly rental due hereunder shall abate in full until such time as LESSOR shall completely restore LESSEE'S access to the leased premises.

18. Enjoyment of Premises: The LESSOR covenants that the LESSOR has full authority to execute this lease and that upon the LESSEE faithfully performing the terms, covenants and conditions hereof, including the prompt payment of the rent reserved, the LESSEE shall and may quietly and peacefully have, hold and enjoy the leased premises during the term hereof.

19. Time is of the Essence: It is hereby agreed that time is of the essence of this lease.

20. Binding on Heirs and Assigns: The words "LESSOR and LESSEE" as herein used shall be construed to be plural if more than one person involved and shall include, apply to, land bind and benefit the heirs, executors, administrators, successors, and assigns of the LESSOR and LESSEE.

21. LESSEE agrees not to sublet any of the premises herein described on or assign any of LESSEE'S interest in these premises under the terms of this lease, to any third party without first obtaining written approval from LESSOR. Such approval shall not be unreasonably withheld, but LESSEE agrees to be responsible for the full amount of rent as stated and signed to on the lease.

22. The LESSEE agrees not to sublet any of the premises which may result in the unreasonable interference with tenants of the building of which the leased premises are (a) part, or (b) permit the leased property or any other part thereof to be used for or in a manner which is in violation of any governmental laws or regulations. LESSEE shall indemnify LESSOR against any damages, including fines and penalties arising out of any violation of this provision.



13. Sidewalks and Parking Lots: LESSEE shall have free use and full access to any sidewalk surrounding the exterior of the leased premises. 0 parking stall(s) are included in your lease. Note: You have     parking spaces at \$45.00 for each parking space per mo.

14. Right to Inspect: LESSOR or their authorized agent shall have the right to enter upon said premises at all reasonable times during the lease to view the same, to ascertain if the terms and conditions of this lease of which these premises are a part, are being complied with by LESSEE.

15. Default of Lease Obligations: In the event that LESSEE shall fail in the payment of rent for a period of fifteen (15) days following written notice that rent is past due, LESSEE shall be in default of this agreement. If LESSEE shall fail in the performance of any other covenants of this lease after thirty (30) days written notice to comply, LESSEE shall be in default of this agreement. If LESSEE is in default of this agreement as set forth above, LESSOR may, in addition to other remedies provided by law, terminate, this lease and re-enter the premises and take possession thereof.

16. Waiver of Breach, not Waiver of Subsequent Breaches: Any waiver, expressed or implied, by the LESSOR of any breach of this lease by LESSEE or any terms, conditions or promises herein contained shall not be construed to be a waiver of any subsequent breach, of the same or any other term, condition or promises herein, and payment by the LESSEE and acceptance by the LESSOR hereunder shall not be construed to be a waiver of any breach of the terms, conditions, or promises herein, except as to the particular installment of rent so paid and accepted.

17. Damage or Destruction of Premises: LESSOR and LESSEE agree with respect to partial and/or total destruction of the lease premises, as follows:

a. PARTIAL DESTRUCTION is defined as such damage to the leased premises as may be repaired within a period of sixty (60) working days.

b. TOTAL DESTRUCTION is defined as such damage to the leased premises as cannot be repaired within a period of sixty (60) days.

c. LEASED PREMISES as used herein is defined as that portion of the premises actually let to LESSEE.

Should the leased premises be partially destroyed, this lease shall continue to exist in full force and effect, and:

a. LESSOR shall forthwith proceed to the repair of the leased premises and continue such work with due diligence; LESSOR failing so to do, LESSEE may repair the leased premises and deduct from subsequent rentals the amount so expended provided the same be reasonable and proper charges, or may terminate the lease effective the date of casualty.

b. There shall be an abatement of a pro-rata portion of the rent payable for any portion of the leased premises not available for use by the LESSEE.

without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

7. Use and Occupancy: Said lease premises are to be used for the purpose of normal business, but for no other purpose without the written consent of the LESSOR. LESSEE shall not, knowingly, permit or engage in any business violation of municipal, county, state, or federal laws.

8. Signs: It is the intent of the LESSOR to have uniformity in all signs and will require written approval from the LESSOR on all signs installed. Signs will be ordered for each tenant's office door and parking space and LESSEE will pay the cost for these. If you are not a new tenant you, of course, have approved signs. (This is so all signs on office doors, and outside parking lots match.)

9. Repairs and Maintenance: The LESSOR hereby agrees to maintain and make repairs to the common areas, roof, HVAC, the exterior walls thereof, structural repairs, and repairs to the sidewalk. The LESSOR shall also maintain wiring and plumbing to the point of outlet on the leased premises.

10. Liability for Liens and Encumbrances: LESSEE shall hold the LESSOR and the leased premises harmless and free from any liens or claims for labor performed or materials used or furnished to LESSEE by any contractor employed by LESSEE.

Indemnity: LESSEE shall indemnify and hold LESSOR harmless from any and all liability arising from injury during the term of this lease to persons or property occasioned by an act or omission of LESSEE, or LESSEE'S employees, agents or assigns other than caused by the negligence of the LESSOR.

11. Liability for Damage: LESSOR shall not be liable or responsible to any person or persons whosoever for any damage to goods, wares or merchandise or other property in and about said demised property, said damage suffered by any act whatsoever beyond the control of LESSOR.

12. Insurance: LESSOR shall keep in force a policy of insurance on the structure of the building of which the leased premises is a part. LESSEE, at its option, shall maintain insurance on the contents, fixtures, and personal property, goods and equipment maintained or kept in leased premises. Neither party hereto shall be obligated to any insurance carrier or the other party by way of subrogation for loss sustained to property covered by said hazard insurance, and by reason thereof each party hereto does hereby completely, finally and forever release and discharge the other party from any cause of action which may arise during the term of this lease on account of damage covered by said hazard insurance.

The LESSEE hereby agrees to maintain and keep in force a policy of liability insurance protection said LESSEE in an amount of not less than \$1,000,000 for any one accident, \$500,000 for any one person, and \$50,000 for property damage for claims against LESSEE arising out of LESSEE'S business conducted in the leased premises or in any way connected with the operation of LESSEE'S business. LESSEE agrees to furnish LESSOR with a certificate evidencing said coverage. This lease shall be null and void if certificate not received within fifteen (15) days after the date the lease commences.



Cluricaun Wines LLC

1129 Harrison Avenue  
Lincoln, Nebraska 68502  
(402) 438-8699 OFFICE  
(402) 304-0367 CELL  
cluricaunwines@hotmail.com

RECEIVED

JUL 30 2002

NEBRASKA LIQUOR  
CONTROL COMMISSION

Nebraska Liquor Control Commission  
301 Centennial Mall South, Floor 5  
Lincoln, Nebraska 68509-5046

I am writing regarding my application for a wholesale license under the name of Cluricaun Wines LLC. The approval has been slowed due to the fact that the initial premise for the warehouse was in a residential neighborhood.

Before submitting the initial application I was given approval from all of the relevant authorities. The information was confusing to all due to the fact that this was a license without precedence.

I now fully understand the Municipal Code and the reasons behind the ruling. I am hoping you will be able to simply change the address on the application. I have found a new location in a properly zoned area. I hope this will satisfy all of the requirements. Enclosed is a lease and map of the proposed area for licensing.

I very much appreciate your time and advice on this matter. Please call with any questions.

Sincerely,



Tim Burke  
Managing Member  
Cluricaun Wines LLC